

The purpose of this document is to set out the terms on which we conduct our business and offer our services to you, our Client.

## **INTRODUCTION**

T L Dallas (Scotland) Ltd is an appointed representative. For regulation purposes they are controlled by T L Dallas & Co Ltd (FSA Reg No. 306482) who were established in 1919 and are 100% owned by T L Dallas Group Ltd, one of the UK's leading Independent Insurance Brokers. T L Dallas & Co Ltd remain an independent intermediary able to access a wide selection of Insurance Companies, the Lloyd's market and a number of specialist schemes.

Amlin plc own a 19.9% stake in T L Dallas Group Ltd, the holding company of T L Dallas (Scotland) Ltd.

The success of the Group is based upon building long term Client relationships and the provision of the highest standards of professional service.

As members of UNITAS (an alliance of independent insurance brokers), we are able to offer unique products for our Clients, introduce efficient operating services and build strong relationships with quality and reputable Insurers, without sacrificing our independence.

We remain an Independent Intermediary able to access a wide selection of Insurance Companies, the Lloyd's market and a number of specialist schemes.

## **FCA**

We are registered with the Financial Conduct Authority, the independent watchdog that regulates financial services. Their Code of Practice and Rules regulate sales, advisory and service standards to ensure general insurance customers are treated fairly. You can check our status on the FCA's Register by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## **OUR DUTY**

We act on your behalf in arranging your insurance, and our duty to you is to identify your insurance needs, arrange insurance covers with Insurers to meet those needs and help you with any ongoing changes you have to make.

## **OUR RESPONSIBILITY**

### **Negotiation**

We will discuss with you your insurance requirements, the markets to be approached, the scope of cover and costs. On receipt of your instructions, whether oral or written, we will conduct negotiations on your behalf with insurers concerning cover, policy and premium.

### **Confirmation**

We will confirm details of all cover effected in writing including the identity of the Insurer.

### **Payment**

We will provide an invoice detailing the premiums and any fees due, plus any taxes the Insurers have to collect.

If you are to pay your premium by instalments via our third party instalment provider, Premium Credit (PCL) your details will be passed to them.

### **Terms**

Where available we will offer payment terms provided by the Insurer or a third party. Conditions for credit terms vary and we will provide full details at the time of purchase.

### **Documentation**

We will issue documentation as soon as possible and/or when payment terms have been agreed or met by you.

### **Claims**

Our dedicated Claims Team will advise and assist you with any claim you need to make, including where appropriate the recovery of any uninsured loss incurred. You should not agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer.

## **Client Money**

Our Terms of Business, with certain Insurers, include provision that premium payments are considered as Insurer money after payment to T L Dallas & Co Ltd. Otherwise, client money is held in a Statutory Trust in accordance with FCA Regulations. This means that whilst we have legal ownership over client monies, such money remains in the beneficial ownership of our clients.

We are not permitted to, and do not, use client money balances to provide credit for customers or potential customers. As a consequence of these rules we will not be able to allow a refund of premium until such time as we receive the credit of premium from the insurer.

## **Confidentiality**

All information supplied by you is considered to be confidential and is only disclosed in the normal course of negotiation and maintenance of your insurance transactions. Under the Data Protection Act you have the right to see personal information we hold about you in our records.

## **YOUR RESPONSIBILITY**

- It is your responsibility to provide complete and accurate information to Insurers when you take out your Insurance Policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate.
- If you fail to disclose any material information to your Insurers, this could invalidate your insurance cover and mean that part or all of a claim may not be paid.
- You should carefully examine your policy and other insurance documentation to ensure that cover arranged on your behalf meets with your requirements. Should it not do so you should advise us immediately.
- You will pay all sums due to us by the due dates specified in the invoices or insurance documentation requesting such payment.
- You should notify us as soon as possible of any occurrence which gives rise to or may give rise to a claim under your insurance policy.
- All activities undertaken by us are provided for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use only. You agree not to permit access by any third party to this information without our express written permission.

## **REMUNERATION**

We are remunerated for our service by receiving a percentage of the insurance premium by way of commission or brokerage. Alternatively an agreed administration fee may be charged or in some circumstances a combination of a fee and/or brokerage. We may earn additional income from Insurers and/or Finance Providers to reflect our efficiency and/or profitability.

Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in relation to policies placed by us in respect of the full policy period.

Commercial clients are entitled, at any time, to request information regarding any commission, which we may have received as a result of placing your insurance business. Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission, which we receive from underwriters.

## **COMPLAINTS**

In the event that our service does not meet your expectations please contact us in writing or by telephone. We will acknowledge your complaint promptly, explain how we will handle it and keep you informed of the progress of your complaint. Full details of our Complaints Procedure are available on request.

Please address your complaint in writing to:-

Mr C M Hudson (Complaints Officer)

T L Dallas & Co Ltd, Dallas House, Low Moor, Bradford BD12 0HF                      or by phone 01274 465500

Should you remain dissatisfied, you may be entitled to refer it to the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.